

**COOPERATIVE AGREEMENT
BETWEEN
UNITED STATES ARMY ALASKA
AND
THE UNIVERSITY OF ALASKA**

I. SUBJECT

This COOPERATIVE AGREEMENT (hereinafter referred to as "this agreement") is between the Department of the Army, US Army Alaska (hereinafter referred to as "USARAK") and University of Alaska, Statewide System of Higher Education (including all of its divisions, units, institutes, and centers hereinafter referred to as "UA") to collect, analyze, and apply environmental data for optimal management of public lands under USARAK's control.

II. PURPOSE

The purpose of this agreement is to establish the relationships and responsibilities to collect, analyze, and apply environmental data for optimal management of public lands under control of USARAK. USARAK manages over 1.6 million acres of public land. As is the case with all government agencies, USARAK must manage its lands in accordance with all applicable environmental laws, such as the National Environmental Policy Act, Endangered Species Act, Clean Water Act, Sikes Act, and National Historic Preservation Act. Compliance with these regulations requires accurate and current data on the status of the resources on the military installations and application of the data in management decisions. Collecting, analyzing, and applying these data also support the objectives of the Legacy Resource Management Program.

III. AUTHORITY

This agreement is entered into under the authority of Public Law 103-139, Public Law 101-511, and Army Regulation (AR) 200-3.

IV. GENERAL PROVISIONS

Public Law 103-139 provides in part that:

Notwithstanding the provisions of the Federal Cooperative Grant and Agreements Act of 1977 (31 U.S.C. 6303-6308), the Department of Defense may hereafter negotiate and enter into cooperative agreements and grants with public and private agencies, organizations, institutions, individuals, or other entities to implement the purposes of the Legacy Resource Management Program. The Legacy Resource Management Program does not require cost matching. This agreement meets the following Legacy Resource Management Program purpose to provide for the stewardship of all Department of Defense controlled or managed air, land, and water resources.

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This agreement meets the following Legacy Resource Management Program purposes:

- a. To provide for the stewardship of all Department of Defense controlled or managed air, land, and water resources.
- b. To establish inventories of all scientifically significant biological, geophysical, cultural, and historic resource assets on Department of Defense lands. In addition to the specific attributes of the asset, these inventories are to catalog their scientific and or cultural significance, as well as their interrelationship to the surrounding environment, including the military mission carried out on the land upon which they reside.
- c. To establish educational, public access, and recreation programs designed to increase public appreciation, awareness, and support for these national environmental initiatives.

V. OBJECTIVES

The objectives outlined herein may not be changed without written approval by the parties.

The primary objective of this agreement is to provide USARAK with research and management support to assist in optimal management of training lands, to minimize restrictions to the military mission due to natural and cultural resource-related constraints, to protect and enhance biological diversity and ecological health on all public and USARAK lands, and to ensure compliance with all environmental laws and regulations.

A. Specific objectives are as follows:

1. To collect natural and cultural resource data necessary for the sound management of military lands. The land must be maintained in a condition to provide for optimal military training experiences and to protect the soil, water, vegetation, wildlife, and cultural resources.
2. To assemble, edit, summarize, analyze, interpret, and apply environmental data to the management of natural and cultural resources on military installations. This is accomplished most efficiently with state-of-the-art computer analyses.
3. To maintain a knowledge and appreciation of our collective cultural heritage by developing and implementing methods for conserving the prehistoric and historic cultural resources on public lands and military installations.

B. The primary areas of research and support to be addressed under this agreement are:

- Natural Resource Data Collection
- Cultural Resource Data Collection and Management
- Environmental Education

Natural resource data collection includes the gamut of information needed to manage renewable resources on a military installation. Basic inventories of the flora and fauna, rare and endangered species monitoring, baseline inventories, game census, soil surveys, and other

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special purpose surveys contribute to baseline information on resources needed for supporting management decisions.

Cultural resources data collection and management comprise all aspects of cultural resource conservation on public lands and military installations, both prehistoric and historic. Services include site surveys, excavations, artifact cataloging, preservation and management of collections, and development and implementation of management plans.

Environmental education is aimed at preventing damage to public lands and military installation natural and cultural resources before it occurs. Development of educational programs and materials, particularly interpretive methods, increases awareness of human-caused disturbances and ways to prevent or minimize those disturbances.

VI. RESPONSIBILITIES

USARAK is responsible for protecting, conserving, and restoring environmental, natural and cultural resources on all Army-administered lands in Alaska. UA has the technical expertise to support natural and cultural resource management on public lands,

USARAK is willing to reimburse UA for providing material, equipment, and technical assistance to accomplish **USARAK's** conservation mission.

Therefore, it is mutually agreed as follows:

A. USARAK agrees:

(1) To provide project development criteria for its conservation mission. In addition, USARAK will provide technical assistance where available and a general guideline of requirements necessary to carry out and complete the purpose of this agreement.

(2) To develop a proposal request including a preliminary scope of work for each project to be accomplished under this agreement.

(3) To issue a delivery order, executed by a USARAK contracting officer, obligating funds to accomplish the agreed-upon scope of work at an agreed-upon price.

(4) To reimburse UA for incurred project costs in accordance with the delivery order. Project reimbursement could include, but is not limited to, supplies, equipment, travel and personnel services (including salary and benefits), direct administrative cost for project procurement, logistical arrangements (travel, housing, utilities, vehicles, and project reviews), project reports (editing, graphics, publication), program management, and overhead (facilities and administrative) costs at the applicable Other Sponsored Activities on-campus or off-campus federally audited rate for the respective UA campus, consistent with the university's cost accounting system and OMB circular A-21.

(5) To provide access to the installation, office space, a work space with desk, administrative supplies, local and long distance telephone service, network access and computers if necessary. UA employees may utilize GSA 4-wheel drive vehicles if available.

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B. UA agrees:

(1) To provide technical assistance through employees who have the expertise necessary to carry out the purpose of this agreement. The assistance will include, but is not specifically limited to: (a) collecting natural resources data necessary for the sound management of military lands; (b) assembling, editing, summarizing, analyzing, interpreting, and applying environmental data to the management of natural and cultural resources; (c) developing and implementing methods for preserving prehistoric and historic cultural resources; and d) educating military personnel on the potential impacts of training exercises, suggesting ways to prevent or mitigate the impacts, and increasing awareness of the natural and cultural resources on the installation and the need to protect resources for future use.

(2) To submit a proposal for each project including a scope of work, deliverables and budget for all direct and indirect costs expected to be incurred.

(3) To enter into consulting agreements or subcontracts with other qualified agents who have the expertise to assist in the execution of this agreement in accordance with the delivery order.

(4) To purchase equipment, software, and materials and provide maintenance and repair of equipment that is required to carry out the purpose of this agreement. The equipment purchased under this agreement will be used to satisfy the objectives of this agreement. USARAK will reimburse UA for the purchase price of required equipment and materials and cost of the maintenance and repair of said equipment if necessary for project completion. Equipment and material purchased under this agreement shall become property of USARAK at the completion of work undertaken pursuant to this agreement.

(5) To bill USARAK monthly on a reimbursable basis for costs as provided under the terms of this agreement and individual delivery order. Invoices should be addressed to:

Directorate of Public Works
ATTN: APVR-RPW-BM (C. McClendon)
730 Quartermaster Road
Fort Richardson, Alaska 99505-6500

C. Both parties agree:

(1) That each party will assign a project officer as primary contact for all activities undertaken pursuant to this agreement. The project officers may appoint project managers for specific projects and a meeting between the project managers or their designated representatives shall take place upon acceptance of an agreed upon scope of work. It is understood by both parties that available funding is not guaranteed and that no work can be started until funds have been authorized with a delivery order.

(2) That USARAK will have final authority to prioritize projects.

(3) That USARAK will have complete and free access to all data generated under this agreement.

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(4) That the Comptroller General of the United States, the USARAK contracting officer, or their duly appointed representatives, or cognizant audit agency shall have access to all directly pertinent financial records, books, documents, and papers relating to USARAK's and UA's engagement in the performance of duties or involving any transactions relative to this agreement.

(5) That publication rights in academic journals and/or technical reports related to the work undertaken pursuant to this agreement shall be shared jointly between UA and USARAK personnel or singly by permission of the other cooperator. Publication of any reports or parts thereof by UA personnel shall be subject to a 30-day review and comment period by USARAK. Appropriate credit shall be given to the Department of Defense in any formally published article, providing that USARAK does not determine that the issuance of a disclaimer is appropriate. The intent is that the knowledge learned be shared with others to assist in research and applied applications of procedures developed during this project.

(6) All activities pursuant to this agreement shall be in compliance with all applicable laws and regulations which prohibit discrimination on the basis of race, color, religion, sex, national origin, age, or disability.

(7) It is the expectation of the parties that all obligations of USARAK under this agreement will be fully funded. Any requirement for the payment or obligation of funds by USARAK under the terms of this agreement shall be subject to the availability of funds. No provision herein shall be interpreted to require obligation of payment of funds in violation of any statute.

VII. PERIOD OF PERFORMANCE

This agreement shall be effective upon the later signature and date entered below and shall remain in effect until September 30, 2005.

VIII. PROJECT OFFICERS

A. USARAK Project Officer is:

Mr. Douglas W. Johnson
Chief, Environmental Resources Department
Director of Public Works
730 Quartermaster Road
ATTN: APVR-RPW-EV (D. Johnson)
Fort Richardson, AK 99505-6500
Phone: (907) 384-3003
Fax: (907) 384-3047

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B. UA Project Officer is:

Aldona Jonaitis, Director
University of Alaska Museum
University of Alaska Fairbanks
910 Yukon Drive
P.O. Box 756960
Fairbanks, AK 99775-6960
Phone: (907) 474-6939
Fax: (907) 474-5469
E-mail: ffaj @ uaf.edu

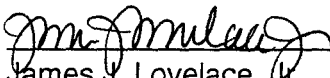
IX. MODIFICATIONS/ TERMINATION

A. This agreement may be terminated by either party by providing written notice to the other party 60 days in advance of the proposed termination date. This agreement may be modified at any time by mutual consent as long as the modification is reduced to writing and signed by both parties.

B. Should UA be unable to complete the project, all unexpended monies shall be returned to USARAK.


X. SIGNATURE/APPROVAL

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date herein written.


James J. Lovelace, U.S.
Major General, U.S. Army
Commanding Officer

27 JUL 2001

Date


Joseph M. Beedle
Vice President for Finance
University of Alaska

April 18, 2001

Date